

**Exhibit B**

**CORPORATE INTEGRITY AGREEMENT**

**FLORIDA HOME CAIR, INC.**

**CINDY JUSTICE**

**I. PREAMBLE**

A. The parties to this Corporate Integrity Agreement ("Agreement") are the United States Department of Health and Human Services, Office of the Inspector General ("HHS/OIG"), Florida Home Cair, Inc. (also referred to as "Home Americair of Central Florida"), Cindy Justice, and Larry Thompson.

B. Florida Home Cair, Inc., Cindy Justice, and Larry Thompson wish to demonstrate that they possess the high degree of business honesty and integrity required of Medicare and Medicaid suppliers.

**II. TERMS**

1. The parties agree that this Agreement is a supplement to the attached Corporate Integrity Agreement, incorporated by reference herein as Exhibit 1, entered into between HHS/OIG and Home Americair of California, Inc. and Home Americair, Inc. (hereinafter referred to as the "HAC/HA CIA"). This Agreement shall be for a term of five (5) years from the effective date, which shall be the date of the last signator hereto.

2. With respect to the HAC/HA CIA, Cindy Justice and Larry Thompson agree that section II as it applies to franchises, and the provisions of sections III through X, shall be applied to the Florida Home Cair, Inc., as well as any other franchises owned, purchased, or established by Cindy Justice during the term of this Agreement. In addition to the above, Cindy Justice agrees that, which respect to all Americair franchises owned, purchased, or established by her during the term of the Agreement, she shall ensure that an annual audit, performed at her own cost, shall be performed and reported, in accordance with the terms and conditions set forth in paragraphs 22(a), (c), (d), (e)<sup>1</sup> and 23 of the HAC/HA CIA. Further, the provisions of paragraphs 24, 25, and 26 shall apply in the same manner as they do to HAC/HA, including, but the not limited to, the provisions that require refunds of any identified overpayment to the relevant program within a specified time.

3. Cindy Justice agrees to remove herself from the day-to-day operations in any Americair franchise or any other entity that does business with the Medicare, Medicaid or Federal health care programs,<sup>2</sup> to the extent those operations relate to training, billing, contact with patients, testing, or pre-

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<sup>1</sup> As to paragraphs 22(c) and 22(d), the audit tasks shall apply only to the extent applicable to the franchise(s) and not being reviewed in the audit of HAC/HA.

<sup>2</sup> This term, as used throughout this Agreement, is defined by 42 U.S.C. § 1320a-7b(f),

screening. Cindy Justice shall keep a telephone log of any calls she receives from patients, the name of the patient, the telephone number, the date of the call, and what it concerned. This log shall be submitted along with the audit report required in paragraph 23 of the HAC/HA CIA. In addition, Cindy Justice agrees she shall not set any policies nor provide any direction or input, directly or indirectly, concerning: 1) whether Medicare beneficiaries or Medicaid recipients are qualified for oxygen; 2) submitting claims or any other billing issue related to Medicare beneficiaries or Medicaid recipients; 3) which individual or entity is allowed to test to determine qualification for oxygen; or 4) who should fill out the certificates of medical necessity. Cindy Justice and Larry Thompson shall ensure that there are sufficient funds to hire a qualified individual as the Compliance Liaison and implement, as applicable, the HAC/HA CIA.

4. Any failure to implement the applicable requirements of the HAC/HA CIA, or any of the requirements of this Agreement, shall result in the Breach and Exclusion provisions set forth in sections V through VI in the HAC/HA CIA being applied, as appropriate, to Florida Home Care, Inc., Cindy Justice and/or Larry Thompson or any other franchises owned or acquired during the term of this Agreement.

5. Each party hereto agrees to provide HHS/OIG with any new address or supplier numbers obtained during the term of this Agreement.

6. All notices shall be sent to:

Florida Home Cair, Inc.,  
1924 Dairy Road  
West Melbourne, Florida 32904  
407)723-0008

And

Stephen J. Calvacca  
38 East Pine Street  
Orlando, Florida 32801  
407)425-0746

The supplier number for Florida Home Cair, Inc. is 0409880001.

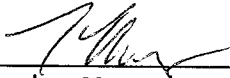
7. The duties and obligations of this Agreement shall apply to all successors, assigns, and transferees, unless the sale of the entity is to an unrelated party who independently qualifies for, and obtains, a new supplier number and is no longer a Home Americair Franchise.

8. This Agreement may not be changed altered, or modified, except if in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto affix their signatures.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

Dated: 3/2/98

By:   
Lewis Morris  
Assistant Inspector  
General for Legal Affairs

FOR FLORIDA HOME CAIR, INC.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Cindy Justice, as owner  
of Florida Home Cair,  
Inc.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Larry Thompson, as owner  
of Florida Home Cair,  
Inc.

FOR CINDY JUSTICE INDIVIDUALLY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Cindy Justice

Approved as to form and content

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Stephen Calvacca, Esq.  
Counsel for Americair of  
Central Florida, Cindy  
Justice, and Larry  
Thompson  
38 East Pine Street  
Orlando, Florida 32801  
407)425-0746

IN WITNESS WHEREOF, the parties hereto affix their signatures.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Lewis Morris  
Assistant Inspector  
General for Legal Affairs

FOR FLORIDA HOME CAIR, INC.

Dated: March 03, 1998

By: Cindy Justice  
Cindy Justice, as owner  
of Florida Home Cair,  
Inc.

Dated: 3-3-98

By: Larry Thompson  
Larry Thompson, as owner  
of Florida Home Cair,  
Inc.

FOR CINDY JUSTICE INDIVIDUALLY

Dated: March 03, 1998

By: Cindy Justice  
Cindy Justice

Approved as to form and content

Dated: 3. 23. 98

By: Stephen Calvacca  
Stephen Calvacca, Esq.  
Counsel for Americair of  
Central Florida, Cindy  
Justice, and Larry  
Thompson  
38 East Pine Street  
Orlando, Florida 32801  
407) 425-0746